

811068

DSS Purchase Order #: 11SC084801

DSS Agreement #: 11-0832-801

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF ADULT SERVICES AND AGING**

**RECEIVED**

**OCT 15 2010**

**ADULT SERVICES  
& AGING**

**Inter-Agency Agreement  
Between**

State of South Dakota  
Department of Transportation  
Office of Local Transportation Programs  
700 East Broadway  
Pierre, SD 57501-2586

State of South Dakota  
Department of Social Services  
DIVISION OF ADULT SERVICES AND AGING  
700 Governors Drive  
Pierre, SD 57501-2990

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Referred to as Grantee

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Referred to as DSS

1. GRANTEE's South Dakota Vendor Number is: STATE.
2. PURPOSE OF THE AGREEMENT: To utilize public transit systems providing transportation services for eligible South Dakota's elderly citizens age sixty years of age and older.
3. PERIOD OF PERFORMANCE:  
This agreement shall be effective as of **September 30, 2010** and shall end on **September 29, 2011**, unless sooner terminated pursuant to the terms hereof.
4. PROVISIONS:
  - A. The Grantee agrees to: The terms of Attachment 1, Memorandum of Agreement attached hereto are hereby incorporated into and made a part of the Agreement by this reference.
  - B. DSS agrees to: The terms of Attachment 1, Memorandum of Agreement attached hereto are hereby incorporated into and made a part of the Agreement by this reference.
  - C. The frequency and basis for payments or reimbursement is noted as follows: The terms of Attachment 1, Memorandum of Agreement attached hereto are hereby incorporated into and made a part of the Agreement by this reference.
  - D. The **TOTAL AMOUNT** of this agreement will not exceed \$329,439.00.
5. TECHNICAL ASSISTANCE:  
DSS agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the Grantee's monitoring activities.

**6. LICENSING AND STANDARD COMPLIANCE:**

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement

**7. ASSURANCE REQUIREMENTS:**

The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

**8. RETENTION AND INSPECTION OF RECORDS:**

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the DSS. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the DSS. The DSS, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

**9. TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the DSS for cause at any time, with or without notice. On termination of this Agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**10. FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the DSS. Termination for any of these reasons is not a default by the DSS nor does it give rise to a claim against the DSS.

**11. AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the DSS. This Agreement may not be amended except in writing, which writing shall be expressly

identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

**12. SUPERCESSION:**

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

**13. SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14. NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the DSS, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

**15. SUBCONTRACTORS:**

Grantee may not use subcontractors to perform the services described herein without the express prior written consent of the DSS. Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the DSS, and to provide insurance coverage for the benefit of the DSS in a manner consistent with this Agreement. Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, DSS and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

**16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Grantee certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**17. CONFLICT OF INTEREST:**

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## 18. AUTHORIZED SIGNATURES:

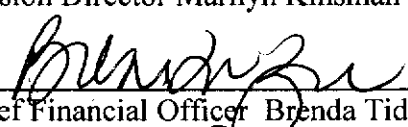
In witness hereto, the parties signify their agreement by affixing their signatures hereto.

  
 State - DOT Secretary Darin Bergquist

  
 Date

  
 State - DSS Division Director Marilyn Kinsman

  
 Date


  
 State - DSS Chief Financial Officer Brenda Tidball-Zeltinger

  
 Date

  
 State - DSS Secretary Deborah K. Bowman

  
 Date

Approved as to Form

  
 Randy S. Bingner

Assistant Attorney General

DSS Agency Coding:

Stimulus Funds – provided by American Recovery and Reinvestment Act (ARRA) - YES OR NO? **No**

Company	1000	2004		
Account	5206070	5206070		
Center Req	0832 310	0832 310		
Center User	E0105	E0105		
Dollar Total	\$82,360.00	\$247,079.00		
CFDA #		93.044		

DSS Program Contact Person Jim SeversonPhone 605 773-3656DSS Fiscal Contact Person Patty HansonPhone 605 773-3586Grantee Program Contact Person Bruce LindholmPhone 605 773-7045Grantee Program Email Address Bruce.Lindholm@state.sd.us

Grantee Fiscal Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Grantee Fiscal Email Address \_\_\_\_\_

## **Attachment 1**

### **Memorandum of Agreement Between State of South Dakota Department of Social Services And State of South Dakota Department of Transportation**

This AGREEMENT is entered into this 30th day of September, 2010 by and between the South Dakota Department of Social Services, Adult Services and Aging, hereinafter referred to as SDDSS, and the South Dakota Department of Transportation hereinafter referred to as SDDOT.

WHEREAS, SDDSS and SDDOT mutually desire to fund mass transit systems that provide public transportation services;

AND WHEREAS, SDDSS desires to utilize the public transportation services for South Dakota's elderly citizens age sixty (60) years and older;

AND WHEREAS, SDDSS desires to utilize the reporting and reimbursement system currently administered by SDDOT;

NOW THEREFORE, it is agreed between parties as follows:

A. SDDOT will perform the following:

1. SDDOT shall insure that elderly transportation services reimbursed with SDDSS funds be administered by SDDOT in the same manner as SDDOT administers transportation services reimbursed under the Federal Transit Administrations' Section 5311 program of jointly funded mass transit systems.
2. SDDOT shall keep accounting records clearly identified with this AGREEMENT. All charges shall be supported by documents, which evidence, in detail, the nature and propriety of the charges.
3. SDDOT shall administer this AGREEMENT in accordance with regulations, policies and procedures prescribed by Federal and/or State requirements.
4. SDDOT shall insure that the mass transit systems provide the appropriate local matching requirement as described in Section F.

5. SDDOT shall audit the mass transit systems, address and resolve audit exceptions and provide SDDSS with audit results.
6. SDDOT will provide SDDSS with an annual summary of mass transit systems and the total costs incurred under the terms of this AGREEMENT by March 2012.
7. SDDOT shall bill SDDSS monthly for the appropriate portion of the transportation services provided, with one final billing to properly close this AGREEMENT.

B. SDDSS will perform the following:

1. SDDSS will provide Three Hundred Twenty Nine Thousand, Four Hundred Thirty Nine dollars (\$329,439), Title III-B Older Americans Act funds for the twelve months of Fiscal Year 2010 (September 30, 2010 through September 29, 2011), to SDDOT to assist in the reimbursement of elderly transportation services provided by the mass transit systems described in Section F. This AGREEMENT is subject to the availability of State and Federal Title III-B funds. These funds will be transferred by non-cash vouchers.
2. SDDSS staff will participate in the evaluation of the joint application proposals, from the mass transit systems seeking assistance under SDDOT programs, prior to the submission of the proposals to the Secretary SDDOT.

C. This AGREEMENT may be terminated by either party to this Agreement thirty (30) days after the party seeking to terminate the Agreement delivers a written notification of termination to the other party. In the event of termination by either party, SDDSS will reimburse SDDOT for transportation services provided to SDDSS, up to an including, the 30th day after written Notification of Termination. This Agreement shall terminate under its own terms on or before September 29, 2011.

D. This AGREEMENT is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of SDDOT and SDDSS to enter into same.

E. This AGREEMENT shall take effect upon the date first written above.

F. Approved Funding and Match Required

Transit System	Title III-B Funding	Local Match Required
Aberdeen Ride Line	\$ 15,916	25%
Arrow Public Transit - Lemmon	\$ 10,829	25%
Brookings Area Transit Authority	\$ 9,585	25%
City of Brandon	\$ 1,131	25%
City of Dell Rapids	\$ 1,131	25%
Community Transit - Sisseton	\$ 33,041	25%
East Dakota Transit - Madison	\$ 4,809	25%
Groton Transit	\$ 523	25%
Inter-Lakes Community Action - Madison	\$ 4,631	25%
Palace Transit - Mitchell	\$ 19,697	25%
People's Transit - Huron	\$ 19,096	25%
River Cities Transit - Pierre	\$ 51,869	25%
Rural Office of Community Services - Lake Andes	\$ 36,339	25%
Sanborn County Rural Bus - Woonsocket	\$ 1,852	25%
Spink County Public Transit - Redfield	\$ 2,614	25%
Vermillion Public Transit	\$ 16,660	25%
Watertown Area Transit	\$ 11,017	25%
West River Transit - Spearfish	\$ 74,201	25%
Yankton Transit	\$ 14,498	25%
Total	<u>\$ 329,439</u>	